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*Attorneys for Creditor Selene Finance LP  
as servicer for Wilmington Savings Fund Society,  
FSB, d/b/a Christiana Trust, not individually  
but as trustee for Pretium Mortgage Acquisition Trust*

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA

In re:

MELANI SCHULTE  
WILLIAM R. SCHULTE

Debtors.

Case No. 09-29123-MKN

Chapter 11

**SELENE FINANCE LP'S EX PARTE  
APPLICATION FOR AN ORDER  
PURSUANT TO 11 U.S.C. §§ 362(c)(1),  
362 (c)(2)(C) AND 362(j)**

Selene Finance LP as servicer for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust ("Secured Creditor" or "Movant" herein), requests from this Court an Order Confirming that the Automatic Stay of 11 U.S.C § 362 has terminated with respect to the Debtors due to confirmation of the Debtors' plan and their subsequent discharge. This Application is supported by the following Memorandum of Points and Authorities.

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**JURISDICTION AND VENUE**

8 This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§157 and 1334. This  
9 is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The statutory predicates for the relief  
10 sought herein are Sections 361 and 362 of the Code and Rule 4001 of the Bankruptcy Rules.  
11 Venue is proper in this Court pursuant to 28 U.S.C. §§1432 and/or 1473.

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**MEMORANDUM OF POINTS AND AUTHORITIES**

20 1. On or about October 11, 2009, Melani Schulte and William R. Schulte  
21 (hereinafter referred to as the "Debtors"), filed a voluntary petition under Chapter 11 of the  
22 Bankruptcy Code.

23 2. The Debtors have executed and delivered or are otherwise obligated with respect  
24 to that certain promissory note in the original principal amount of \$138,700.00 (the "Note"). A  
25 true and correct copy of the Note is attached hereto as Exhibit "A". Movant is an entity entitled  
26 to enforce the Note.

27 3. Pursuant to that certain Mortgage (the "Mortgage"), all obligations (collectively,  
28 the "Obligations") of the Debtor(s) under and with respect to the Note and the Mortgage are  
29 secured by the Property. A true and correct copy of the Mortgage is attached hereto as Exhibit  
"B".

4. All rights and remedies under the Mortgage have been assigned to the Movant  
pursuant to that certain assignment of mortgage, a true and correct copy is attached hereto as  
Exhibit "C".

5. Selene Finance LP services the underlying mortgage loan and Note for the  
property referenced in the Motion for Selene Finance LP as servicer for Wilmington Savings  
Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage

1 Acquisition Trust. In the event the automatic stay in this case is modified, not in effect, this case  
2 dismisses, and/or the Debtor(s) obtain a discharge and a foreclosure action is commenced on the  
3 mortgaged property, the foreclosure will be conducted in the name of: Wilmington Savings  
4 Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage  
5 Acquisition Trust. Secured Creditor, directly or through an agent, has possession of the  
6 promissory note. The Note is either made payable to Secured Creditor or has been duly endorsed.  
7 Secured Creditor is the Original mortgagee or beneficiary or the assignee of the Mortgage.  
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9 6. The description of the Property is set forth in the Mortgage, a copy of which is  
10 attached hereto and referred to below, and such description is incorporated and made a part  
11 hereof by reference.

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13 PARCEL I:

14 LOT FORTY SIX (46), IN BLOCK C, IN LAS COLINAS AS SHOWN BY  
15 MAP THEREOF ON FILE IN BOOK 47 OF PLATS, PAGE 61, AND AS  
16 AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT  
17 RECORDED JANUARY 04, 1991 AS DOCUMENT NO. 00924 IN BOOK  
18 910104 OF THE OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY  
19 RECORDER OF CLARK COUNTY, NEVADA.

20 PARCEL II:

21 A NON-EXCLUSIVE RIGHT AND EASEMENT OF ENJOYMENT IN AND  
22 TO THE ASSOCIATION PROPERTY AS SHOWN ON THE AMENDED  
23 PLAT OF SUMMERLIN VILLAGE I NORTH, AS SHOWN BY MAP  
24 THEREOF ON FILE IN BOOK 45 OF PLATS, PAGE 10, AND BY THE MAP  
25 OF LAS COLINAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 47  
26 OF PLATS, PAGE 61 IN THE OFFICE OF THE COUNTY RECORDER OF  
27 CLARK COUNTY, NEVADA, AND AS SET FORTH IN THAT CERTAIN  
28 "MASTER DECLARATION OF COVENANTS, CONDITIONS AND  
29 RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SUMMERLIN

1 COMMUNITY ASSOCIATION" RECORDED SEPTEMBER 25, 1990 IN  
2 BOOK 900925 OF OFFICIAL RECORDS AS DOCUMENT NO. 01274.

3 PARCEL III

4 A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN  
5 TRAFFIC OVER ALL STREETS AND WALKWAYS WITHIN THE  
6 ASSOCIATION PROPERTY DESCRIBED IN PARCEL II ABOVE AND SAID  
EASEMENT BEING APPURTENANT TO PARCEL I ABOVE.

7 APN 138-19-610-008

8 Address commonly known as 9521 Sierra Summit Ave, Las Vegas, Nevada 89134  
9 ("Property" herein).

10 7. Section 6.05 of the confirmed Plan specifically vested all property of the estate  
11 in the Debtors on March 8, 2011, the date it was confirmed. [DE # 834].

12 8. The Debtors thereafter received their discharge on December 15, 2015. [DE #  
13 1182].

14 9. Secured Creditor requests that the Court enter an Order confirming that no  
15 automatic stay affecting Secured Creditor is currently in effect with respect to the Debtors or the  
16 estate.

17 10. Under 11 U.S.C. § 362(c)(1): *"the stay of an act against property of the estate*  
18 *under subsection (a) continues until such property is no longer property of the estate"*.

19 11. Under 11 U.S.C. § 3(c)(2): *"the stay of any other act under subsection (a) of this*  
20 *section continues until the earliest of... (C) if the case is a case under chapter 7 of this title*  
21 *concerning an individual or a case under 9, 11, 12, or 13 the time a discharge is granted or*  
22 *denied"*.

23 12. Under 11 U.S.C. § 362 (j): *"On request of a party in interest the court shall*  
24 *issue an order under subsection (c) confirming that the automatic stay has terminated."*  
25

WHEREFORE, Secured Creditor, respectfully requests this Court enter an Order confirming that the Automatic Stay terminated with respect to the Secured Creditor and the subject property described in this application.

Dated: January 26, 2018

**GREENSPOON MARDER LLP**

/s/ Vincent J. Aiello

VINCENT J. AIELLO, ESQ.

Nevada Bar No. 7970

3993 Howard Hughes Parkway, Suite 400

Las Vegas, Nevada 89169

*Attorneys for Petitioner*

CERTIFICATE OF SERVICE

On January 26 2018, I served the foregoing documents described as **EX-PARTE APPLICATION FOR AN ORDER PURSUANT TO 11 U.S.C. §§ 362(c)(1), 362 (c)(2)(C) and 362(j)** on the following individuals by electronic means through the Court's ECF program:

**STEVEN L. YARMY**  
7464 W. SAHARA AVENUE  
LAS VEGAS, NV 89117  
Email: [sly@stevenyarmylaw.com](mailto:sly@stevenyarmylaw.com)

**DAVID A RIGGI**  
5550 PAINTED MIRAGE ROAD #120  
LAS VEGAS, NV 89149  
Email: [darnvbk@gmail.com](mailto:darnvbk@gmail.com)

**DANIEL L. MCGOOKEY**  
MCGOOKEY LAW OFFICES, LLC  
225 MEIGS STREET  
SANDUSKY, OH 44870  
Email: [dmcgookekey@mcgookekeylaw.com](mailto:dmcgookekey@mcgookekeylaw.com)

**U.S. Trustee**  
**U.S. TRUSTEE - LV - 11**  
300 LAS VEGAS BOULEVARD S.  
SUITE 4300  
LAS VEGAS, NV 89101

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ Vincent Aiello, Esq

Vincent Aiello, Esq.

On January 26, 2018, I served the foregoing documents described as **EX-PARTE APPLICATION FOR AN ORDER PURSUANT TO 11 U.S.C. §§ 362(c)(1), 362 (c)(2)(C) and 362(j)** , on the following individuals by depositing true copies thereof in the United States mail at Fort Lauderdale, FL, enclosed in a sealed envelope, with postage paid, addressed as follows:

***Jnt Admin Debtor***

**5218 MISTY MORNING LLC**  
7201 W. LAKE MEAD BLVD.  
LAS VEGAS, NV 89128

***Jnt Admin Debtor***

**HOT ENDEAVOR LLC**  
7201 W LAKE MEAD BLVD  
LAS VEGAS, NV 89128

***Jnt Admin Debtor***

**2704 SATTLEY LLC**  
7201 W. LAKE MEAD BLVD. SUITE 550  
LAS VEGAS, NV 89128

***Jnt Admin Debtor***

**1341 MINUET LLC**  
7201 W LAKE MEAD BLVD  
LAS VEGAS, NV 89128

***Jnt Admin Debtor***

**1708 PLATO PICO LLC**  
7201 W LAKE MEAD BLVD  
LAS VEGAS, NV 89128

***Jnt Admin Debtor***

**2228 WARM WALNUT LLC**  
7201 W LAKE MEAD BLVD  
LAS VEGAS, NV 89128

1 ***Jnt Admin Debtor***

2 **9425 VALLEY HILLS LLC**

7201 W LAKE MEAD BLVD

3 LAS VEGAS, NV 89128

4 ***Jnt Admin Debtor***

5 **9500 ASPEN GLOW LLC**

7201 W LAKE MEAD BLVD

6 LAS VEGAS, NV 89128

7 ***Jnt Admin Debtor***

8 **CHERISH LLC**

7201 W. LAKE MEAD BLVD #550

9 LAS VEGAS, NV 89128

10 ***Jnt Admin Debtor***

11 **SABRECO INC.**

7201 W LAKE MEAD BLVD #550

12 LAS VEGAS, NV 89128

13 ***Jnt Admin Debtor***

14 **SABRECO INC.**

7201 W LAKE MEAD BLVD #550

15 LAS VEGAS, NV 89128

16 ***Jnt Admin Debtor***

17 **KEEP SAFE LLC**

7201 W LAKE MEAD BLVD #550

18 LAS VEGAS, NV 89128

19 ***Joint Debtor***

20 **WILLIAM R. SCHULTE**

21 9811 W. CHARLESTON BLVD. #2-351

22 LAS VEGAS, NV 89117



1  
2 I declare under penalty of perjury under the laws of the United States of America that the  
3 foregoing is true and correct.

4  
5 Dated this 26<sup>th</sup> day of January, 2018

6  
7 /s/ Vincent Aiello, Esq  
8 By: \_\_\_\_\_  
9 Employee of Greenspoon Marder, P.A.  
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27 Revised 12/09